

Manuel Salvador, Franco / Creditor
c/o 3147 Michigan Ave.
Stockton, California
(95204)

United States Bankruptcy Court
Northern District of California
San Francisco Division
450 Golden Gate Ave.
San Francisco, California (94102)

PG&E Corporation
Debtor (2640) 19-30088 (DM)
77 Beale St.
San Francisco, California (94105)

Pacific Gas and Electric Company
Debtor (19-30089)
77 Beale St.
San Francisco, California (95105)

PG&E Corporation Claims Cert. # 7019 2970 0001 4961 4855
Processing Center
c/o Prime Clerk LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

 **FILED**
OCT - 4 2021
UNITED STATES BANKRUPTCY COURT
SAN FRANCISCO, CA

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re: Chapter 11 Case
No. 19-30088 (DM)
PG&E CORPORATION, (Lead Case)
 (Jointly Administered)

- and -

PACIFIC GAS AND ELECTRIC
COMPANY

Debtors.

Affects both Debtors

FINAL NOTICE – DAMAND FOR PAYMENT IN
ACCORDANCE WITH THE LAW. MY “PROOF
OF CLAIM” HAS NOT BEEN REBUTTED OR
REFUTED IN THESE PROCEEDING. I ALLEGE
THAT THE COURT HAS CONSPIRED WITH
PEOPLE WITHOUT “STANDING” TO FRAUD-
ULENTLY MISRESENT MY PROOF OF CLAIM.

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

TO WHOM THESE PRESENTS SHALL COME, KNOW YE:

“Numerous courts have ruled that silence to a sworn statement is acquiescence and that unsworn answer cannot override a sworn statement.” Also, U.S. Courts have held that: “Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally mislead.” U.S. vs. Tweel 550 F. 297, 299-300 (1977)

FINAL NOTICE – DAMAND FOR PAYMENT:

COMES NOW, judgement creditor, Manuel Salvador: surname Franco, who has been denied his rights to due process of the law and the equal protection of the law. Insomuch as Dennis Montali, d.b.a. Judge DENNIS MONTALI, ***has conspired with people who have absolutely no standing in these proceedings, no Constitutional – “Attorney’s License”, to file fraudulent documents in these proceedings.*** These fraudulent documents have failed to rebut or refute my “Proof of Claim”, presented pursuant of an “Sworn Notice” via an “Affidavit of Truth”, that were based upon the violation of my rights and the provision of the State and federal revenue laws and the regulations relating thereto. Notice: List of creditors on 71 pages - my name is noticed on page 18 of 71.

As noticed in Black’s Law Dictionary the definition of the term “fraud”: “An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. ***A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury. Any kind of artifice employed by one person to deceive another.***” Emphasis Added.

Respective of the above; take notice as to the following: I, supra, was sent a letter, dated: February 10, 2021 from the alleged law firm of KELLER BENVENUTTI KIM – that explicitly noticed the federal identifying number as being a part of the return mailing address. Be informed, that this alleged mailing address is not a true and/or correct reflection, FRAUD, of my notice given, as to how to send any kind of a response to my “Proof of Claim”.

Please be informed, that I, supra, have given notice as to the following: the federal numerical identifying number is stated in brackets below the city and State. This fact is noticed on my “Proof of Claim” pursuant of a “Sworn Notice” via my “Affidavit of Truth” filed in these proceedings. ***Insomuch as the federal numerical identifying number, ZIP code, is not noticed on any location, building, other than a Post Office building.*** Notice: ***The federal numerical identifying number creates the presumption; that I, supra, live within the United States and is one element of the multifaceted elements of FRAUD used to deny me, a member of the People, my God given rights.***

As previously “Notice”: Title 4 USC sec. 110(e) – ***“The term “federal area” means any land or premises held or acquired by or for the use of the United States or any department, establishment or agency of the United States; any federal area or part thereof, which is located within the exterior boundaries of any State shall be deemed to be a federal area located within such State.”*** Emphasis Added. Notice: California Government Code sec. 110 et seq. and sec.’s 15-16, 81A C.J.S. – II. Sovereignty, Jurisdiction, and Relation to other governments.

Again, take notice that my “Proof of Claim” was presented pursuant of a “Sworn Notice” via an “Affidavit of Truth” as to ALL matters, ***to include return address***, being true, correct and complete to the best of my knowledge and belief. The return address was stated “c/o”, in care of, because this location number, NOT a creation of mine, and is not the legal location stated on a plot map.

But was created to assist in the alleged delivery of the mail due to the fact that the United States Postal Service will not allow, notice: Domestic Mail Manual hereto, me to use General Delivery Service. Notice: **The foregoing facts were noticed to rebut and refute any fraudulent presumption that I, supra, lived within the United States pursuant of Title 26 USC sections 1441, 1442, 1443, or 1461 as this would relate to the fraudulent claim of being a “withholding agent” for the purposes of “payroll withholding”.**

Therefore, in accordance with the stated facts, their sending mail with the federal identifying number, as being a part of the noticed return address, is not any kind of a mistake but a knowing and willful act of fraud. Notice: A copy of said letter and the envelope are attached hereto and made a part hereof. A copy of said letter was sent previously and was mark – Exhibit “B” in my “Affidavit of Truth” as to Notice of Objection”, dated: Aug. 04, 2021, and is hereby made a part hereof by reference thereto.

Now, in this letter, supra, it’s stated: “This firm represents Pacific Gas and Electric Company and PG&E Corporation (together, “PG&E) as debtors.....”. We have received your *Notice and Demand for Payment of Settled Bankruptcy Proceeding as to Claim for Damages, ...*”. Emphasis Added. Notice: Their fraudulent claim - “This firm represents...” but how is this legally possible, notice: Constitution of the State of California, Article VI, sec. 9 and Business and Professional Code, (2001) sec. 6067, supra, hereto, if said firm has absolutely no individual, within said firm, that has a required “Attorney’s License”?

As noticed in these proceedings, the court allowed the filing of an alleged document: Titled – “ORDER DISALLOWING AND EXPUNGING PROOFS OF CLAIM PURSUANT 6067 TO REORGANIZED DEBTS’ NINETY-THIRD OMNIBUS OBJECTION TO CLAIMS (LEGAL LIABILITY CLAIMS) but said document was based upon an alleged “Plan” created by people who have absolutely no standing in these proceedings. As previously noticed, these people do not have the required “Attorney’s License” to act within these proceedings.

As stated within said fraudulent “Order”, my “Proof of Claim” was expunged pursuant of the fraudulent claim, “Basis for Objection” “Payroll Withholding Claim”, of my debtor being an **authorized withholding agent**, notice: Title 26 CFR sec. 1-6001(d) – District Director shall make all determination pursuant of Title 26 USC sec. 6001 – “...or for the collection thereof...”, “...by notice served upon such person...”, for payroll withholding. As to the issue of, “or for the collection thereof”, is explicitly stated as to who is liable for the collection of the tax, notice Title 26 USC sections 3403 and 3405 – “The employer shall be liable for the payment of the tax....”, but here again, the law requires that the District Director shall make all determination as to who is liable for the collection thereof.

Now, it’s explicitly stated, pursuant of the provision of Title 26 CFR sec. 1-6001(d), notice: Title 26 USC sec. 6001- “....**notice served upon such person...**”, that the District Director shall make, authorization, a determination as to “Every person liable for any tax imposed by this title or for the collection thereof,...”. This determination, based upon the legal facts, not upon any fraudulent created presumption, would relate as to him giving any authorization for “payroll withholding” concerning this man. Notice: **The District Director is the only individual authorized, pursuant of the law, Code of Federal Regulation hereafter CFR, to make a determination of being liable for any tax under the provision of the federal Internal Revenue Laws.** As this would relate

and/or pertain to the court's fraudulent notice as to "Basis for Objection" – "Payroll Withholding Claims". In accordance with the law, notice: Title 26 USC, sec. 6001(a), supra, the Secretary, notice: 26 USC sec. 7701(a)(11)(B) or his delegate / District Director, shall serve notice upon the person liable for the payment or for the collection of the tax under this title.

Be informed that the District Director has never given this man notice, in accordance with his legal determination / his authority, that I, supra, was liable for the payment of any taxes noticed; therefore, any kind of "payroll withholding" would be in violation of the law and my God given rights, i.e. thief under color of and color of authority. Notice: Respective of the foregoing facts, the District Director would not have a legal reason to give my debtor a notice, determination, of authorization to be a withholding agent, concerning this man, for "payroll withholding".

Insomuch as the District Director has actual knowledge of the following: (1) I, supra, am not a citizen of the United States – "subject to" the jurisdiction of the United States, insomuch as there is no "Certificate of Citizenship" pursuant of Title 8 USC on record. (2) I, supra, do not live within any federal area, quote United States unquote, at this time or when working for said debtor. (3) Nor did I, supra, work within any "federal area", belonging to the United States, well working for said debtor. (4) I, supra, did not work, notice: sec. 3401(c) "employee" of Title 26 USC, for any federal governmental agency or instrumentality thereof – "subject to" the provision of the federal Internal Revenue Laws via the "Public Salary Tax Act of 1939". (5) I, supra, have never given notice; that I would be a fiduciary and/or the executor to the estate of the artificial person MANUEL S FRANCO and/or MANUEL SALVADOR FRANCO pursuant of sec. 6903 of Title 26 USC. Insomuch as this fact is explicitly noticed in sections 6212(b) and 6901(g) of Title 26 USC, i.e. "In the absence of the notice to the Secretary under section 6903.....". Notice: All payroll checks issued, by said debtor, in payment for my work performed for said debtor, were issued in the name of the artificial person MANUEL S FRANCO.

As noticed within Black's Law Dictionary a fictitious name is defined as: "A **counterfeit**, alias, feigned, or **pretended NAME** taken by a person, *differing in some essential particular* (spelled in all capitalized letters) *from his true name* (consisting of Christian name and patronymic), with the implication that it is meant to deceive or mislead. Now, in order to really deceive and mislead us, this fictitious name and our given Christian name sound the same when spoken but are essential different in their spelling. That is, our given Christian name is spelled in accordance with the Rules of English grammar and the fictitious name is spelled in all capitalized letters. Further, this fictitious NAME is of an Artificial Person which is defined as: "Persons created and devised by human law for the purpose of society and GOVERNMENT, **as distinguished from natural persons.**" Emphasis Added.

Respective of the fraudulent claim that I, supra, am a citizen of the United States pursuant of the "Federal Old Age Act", that may be cited as alleged Social Security Insurance, which has been given an alleged social security number, a.k.a a "Taxpayer Identifying Number" - TIN; I, supra, claim and/or allege that my debtor is using the provision noticed within Title 26 USC sec. 3401(a)(8)(A)(i)(ii) and (B) – "for services for an employer (other than the United States or any agency thereof) – (i) – performed by a citizen of the United States if,....". Notice: The District Director has actual knowledge that I, supra, am not a citizen of the United States because there is no "Certificate of Citizenship" on record thereto. Further, the United States is legally prohibited from any kind of insurance under writing due to the commerce clause noticed in the Constitution.

This fact has been ruled upon by the supreme court of the United States many times, Flemming vs. Nestor, and is further noticed in Title 26 USC sec. 3101 – imposed on the income of every individual a tax equal to the following percentage of the wage.

Respective of the court's fraudulent claim "payroll withholding". Why does Pacific Gas & Electric Company use an illegal IRS Form W-4, a class five gift tax form, for the purpose of alleged payroll withholding? When its explicitly stated in 26 CFR sec. 31.3402(f)(2)-1(e) "Blank copies of Form W-4 will be supplied employers ***upon request to the district director.***" Emphasis Added. Or, the company can create a Form W-4 pursuant of 26 CFR sec. 31.3402(f)(5)-1(a). Note: If the company is in fact a "withhold agent" and all of its employees are "subject to" "Payroll Withholding" the district director would supply the company with copies of the Form W-4 "withholding exemption certificates" upon request. Notice: The District Director is prohibited from supplying a private California company, that does not perform work within the United States, a federal Internal Revenue Form W-4.

Be informed that the Internal Revenue Service of Puerto Rico, hereafter IRS, has given public notice, a disclaimer via their Publication #17 hereto, that they do not follow the Law or Treasury regulations. They claim that they have the authority to administrate and enforce the federal revenue laws and Treasury regulations pursuant of their interpretation thereof. Further, the IRS has given notice, pursuant of their Decoding Manual 6209, that their Forms W-2 and W-4 are in a class five gift tax category and that their Form 1040 is in a class two fiduciary category. Notice: A claim of ignorance of the law is no excuse for the violation of the law.

As was explicitly noticed, in my "Proof of Claim" pursuant of a "Sworn Notice" via an "Affidavit of Truth", in accordance with the law; it's legally impossible for the Secretary of the Treasury of the United States to give the IRS any kind of a delegation of authority to administrate or enforce the provision of the federal revenue laws. Notice: The Congress of the United States has explicitly stated, Title 31 USC 301 et seq., that the IRS is not a service, agency, or instrumently of the Department of the Treasury of the United States.

Therefore, I, supra, object, on the record, to any such claim that the IRS, class five gift form, Form W-4, signed "under penalties of perjury", notice: Title 26 USC sections 6065, 7622 and Title 18 USC sec. 1622 – subornation of perjury hereto, can legally be used as to any kind of a claim of "Payroll Withholding Claim" in these proceedings. But are in truth and fact concern the crimes of fraud, perjury and the subornation of perjury. Notice: I, supra, do hereby claim and/or allege that the court, judge DENNIS MONTALI, is conspiring and has conspired with the debtors and their hirelings, individuals who do not have an "Attorney's License", with the crimes so stated within my "Affidavit of Truth" concerning my "Proof of Claim" as noticed.

Please take notice, that none of these alleged documents have been signed in affidavit form or "under the penalty of perjury" as being truthful or correct. Further, a "Notice of Objection" was filed in these proceedings pursuant of a "Sworn Notice" via an "Affidavit of Truth" on 16 March 2020 – "Notice of Applicable California Law Concerning Licensing of Attorneys. Further, Notice of My Objection as to any alleged attorney, no "Attorney's License, partaking in these proceeding concerning my "Proof of Claim" is hereby noticed again.

For the record, I, supra, do hereby declare that it's not my position and/or understanding that the revenue laws of the State of California or the federal government of the United States are in any manner un-Constitutional but are imposed upon the exercising of a taxable privilege "subject to" the provision noticed therein. The nature of the status of an individual is only relative to those who are or who may claim to be a citizen of the United States as being a "resident" of the State of California. Notice: Title 18 USC sec. 911 as those individual who may fraudulently claim to be a citizen of the United States.

Therefore, the income tax is imposed upon the following **taxable privileges**: (1) All governmental employees, State or federal, be they State Citizens or citizens of the United State pursuant of the "Public Salary Tax Act" as noticed in Subtitle C of Title 26 USC and California Code of Regulation, hereafter CGC, Title 18 sec. 17118. (2) All individuals, be they State Citizens or citizens of the United States, who live within but work without or work within any federal area located within but external to the State of California pursuant of the "Buck Act" as noticed in Subtitle A, sections 1441, 1442, 1443, or 1461 respective of the term "withholding agent" noticed in sec. 7701(a)(16) of Title 26 USC. (3) All individuals, be they State Citizens or citizen of the United States, who work for any foreign country corporation, via a treaty with the federal government, doing business within the State of California pursuant of Title 26 USC sections 861, 862, or 863. (4) All citizens of the United States as noticed in Title 26 USC sec. 7701(a)(30)(A), And; 3A Am Jur 1420, Aliens and Citizens – "To be a citizen of the United States is a political privilege which no one, not born to, can assume without its consent in some form." Elk vs Wilkins, 112 US 94, at page 49. Notice: This birth is required to be within a "federal area" subject to the jurisdiction of the United States. A birth outside a "federal area" is not subject to the jurisdiction of the United States but subject to the jurisdiction of the sovereign State in which it occurred!

Respective of information presented herein; I, supra, did make a **DEMAND FOR FACTUAL INFORMATION IN THE NATURE OF "DISCOVERY"** concerning the actions of the court. As of this date the court has not been forthcoming with any of the information demanded. As noticed: Many courts have stated that such a failure to provide the demanded information can only be stated as the following: "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally mislead."

It would appear, based upon the alleged 'ORDER', that the court is operating under the "presumption", a presumption created via the fraudulent public record, that this California Republic, sovereign, State Citizen is one or all of the following: that I am a citizen of the United States, that I live within a "federal area" located within but external to the California Republic, that I worked within a federal area well employed by said debtor, that I am an executor to the estate of the artificial person noticed on all Pacific Gas & Electric Company's payroll checks, that I am an "Employee", as defined in Tite 26 USC sec. 3401(c), as being subject to the "Public Salary Tax Act" as this would relate to the term "resident" noticed in the California Code of Regulation – *Title 18 sec. 17118 states, the Personal Income Taxes must operate within the confines of the "Public Salary Tax Act of 1939, 53 Statutes at Large, Chapter 59, supra.*

Respective of the foregoing, I, supra, state and declare the following, to wit

1. Affiant is a California Republic, sovereign, State Citizen, in accordance with the law and facts, of being born, pursuant of his parentage, to a mother and father who were both State Citizens.
2. Affiant was at all times exercising his unalienable right to labor /work within the sovereign territorial jurisdiction of the California Republic.
3. Affiant was exercising his unalienable right to labor / work for a private California Republic company within the territorial jurisdiction of the California Republic.
4. Affiant has never labored / worked for any element of government, State or federal, that would subject him to the provisions of the "Public Salary Tax Act".
5. Affiant has given NOTICE of his true and correct NAME, **for and on the Record**, as noticed hereon.
6. Affiant has given NOTICE of his true and correct location as being within the territorial jurisdiction of the California Republic and not within any federal area, see: Title 4 USC sec. 110(e), located within but external to the California Republic. Notice: California Government Code concerning the properties sold and/or the cession of said property to the federal government.
7. Affiant demands that those who claim that the location, property, as noticed hereon, is a federal property and to prove it on the Record by factual evidence thereto, i.e. State of California records.
8. Affiant states that he has never been given NOTICE, denial of due process, of any Department of the Treasury of the United States promulgated implementing regulation concerning the federal Internal Revenue statutes. Note: Many federal courts have ruled the following: 'statutes are not self-executing,' - 'the actual implementation of the statute is by regulation...' ***'civil and criminal penalties attach only upon the violation of regulations...'***.
9. Affiant states that he has never been administered the required oath, pursuant of 26 USC sec. 7622, that would qualify him, foresworn, to sign any document "under the penalties of perjury". Notice: IRS Form W-4 hereto.
10. Affiant states that he has never given notice that he would be a fiduciary, notice: IRS Form 56 hereto, and/or executor to the estate of the noticed artificial person noticed on all payroll checks issued by said debtor. Notice: Title 26 USC sec. 6903 and its promulgated implementing regulation sec. 301.6903-1 of Title 26 CFR concerning the issue of being a fiduciary / executor to the noticed artificial person.
11. Affiant states and declares that he "Counterclaims" the presumption, created via the public record, that he is a fiduciary to the noticed, supra, artificial person. Notice: Holy Bible – Book of Revelation, chapter 13 – ***"made it illegal for anyone to buy or sell anything unless he had been branded with the "name of the beast" (trade name / commercial entity) or with "the number of its name" "TIN" – I, supra, am without a remedy – notice U.C.C. hereto – without liability; therefore all of my actions are done "at law of necessary"!***
12. Affiant has never been given notice pursuant of the District Director determination that this man was liable for any federal Internal Revenue tax.
13. ***Affiant states and declares that he shall not be held to the performance on any alleged contract, that he did not knowingly, intentionally, voluntarily, with full informed consent and without full disclosure thereof.***

14. Affiant states and declares that it was never his intention to give the Internal Revenue Service of the Commonwealth of Puerto Rico a gift, via a pledge, of the fruits of his labor pursuant of the extorted signing, via said debtor, of their class five gift category alleged tax Form W-4 "Employees Withholding Allowance Certificate".

DEMAND FOR DISCLOSURE
OF DOCUMENTS AS TO "ORDER"
TO EXPUNGE MY "PROOF OF CLAIM"

Please specifically and with clarity, state "under penalty of perjury", respective of the court's "Order" – "Basis of Objection" "Payroll Withholding Claim", explain what the payroll department of said debtor is authorized, by law, District Director – determination as to authorization, to withhold from debtor's payment to this creditor. **Note: Your alleged "ORDER" has placed me in a position of guessing.....**(1) Is it, a State income taxes via the "Public Salary Tax Act of 1939" as noticed in Title 18 CCR sec. 17118? (2) Is it, a federal employment tax, pursuant of the "Public Salary Tax Act of 1939", noticed in Subtitle "C" of Title 26 USC? Is it, a tax based upon my alleged status of being a citizen of the United State pursuant of Title 26 USC sec. 3101(a)(8)(A)(i)(ii)? (3) Is it, a tax based upon the allegation that I, supra, receive taxable income, notice: definition as to "Withholding Agent", supra, hereto, from within the United States, as a non-resident alien, a State Citizen of the California Republic, working within the a "federal area"? (4) Is it, a tax upon the privilege of living within a federal area subject to the jurisdiction of the United States? (5) Or, is it, a pledged gift pursuant of the IRS, class five gift Form W-4, "Employee's **Withholding** Allowance Certificate'?

Further, respective of the court's "Order", please provide me with a copy of the District Director's determination, that my debtor was given authorization to be a "Withholding Agent" having the authority for "Payroll Withholding" of federal Internal Revenue taxes. Also, provide and/or cite the statue, that gives this court the authorization to allows individuals without an "Attorney's License" to partake in these proceedings. Notice: The court shall provide the Disclosure of the documents, in evidence of its "Order", within ten (10) working days from the date of receipt hereof.

Notice, a failure on the part of the court, to specifically explain it's alleged "Order", shall force me to file liens, against my debtor, for the collection of damages noticed within my "Proof of Claim". Notice: As previously stated, the District Director, via a delegation of authority, has never given me notice, as to his legal determination, that I was subject to any tax noticed within the federal Internal Revenue Laws.

I, supra, declare under penalty of perjury under the laws of the California Republic that the foregoing is true and correct to the best of my knowledge and belief.

Respectfully, present:

Dated: 10/2/21


Manuel Salvador, Franco

cc:

February 10, 2021

Manuel Salvador Franco
3147 Michigan Avenue
Stockton, California 95204

Re: In re PG&E Corporation and Pacific Gas and Electric Company,
Case No. 19-30088 (DM) (Bankr. N.D. Cal).

Dear Mr. Franco,

This firm represents Pacific Gas and Electric Company and PG&E Corporation (together, "PG&E") as debtors-in-possession and reorganized debtors in the above-captioned chapter 11 reorganization cases (the "Chapter 11 Cases").

We have received your *Notice and Demand for Payment of Settled Bankruptcy Proceedings as to Claim for Damages*, filed in the Chapter 11 Cases on January 15, 2021 as Docket No. 9978 (the "Notice"). PG&E is evaluating claims such as yours on a rolling basis. PG&E must allow or object to claims by June 26, 2021, though PG&E has the right to seek an extension of this deadline.

The Debtors' and Shareholder Proponents' Joint Chapter 11 Plan of Reorganization Dated Date June 19, 2020 [Dkt. No. 8048] (the "Plan") was confirmed by Order entered June 20, 2020 [Dkt. No. 8053] (the "Confirmation Order").¹ The Effective Date of the Plan occurred on July 1, 2020. See Docket No. 8252. On the Effective Date, Pacific Gas and Electric Company and PG&E Corporation have been reorganized, revested with their property and discharged from their debts, all as provided in the Plan and the Confirmation Order; as thus reorganized they became and now are the "Reorganized Debtors." The Plan and all its provisions, including section 10.6 (the "Plan Injunction" described in the following paragraph), are binding on all holders of Claims against PG&E, even those who did not vote on the Plan.

Plan section 10.6 and paragraph 52 of the Confirmation Order establish a permanent injunction that applies to "all Entities who have held, hold, or may hold Claims" and prohibits "with respect to such Claims" the enjoined Entities from (among other things) "creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Reorganized Debtor, or an estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor." "[e]xcept as otherwise provided in this Plan or in the Confirmation Order." The Plan Injunction supersedes the automatic stay of Bankruptcy Code section 362(a), which terminated for most purposes on the Plan's Effective Date. [Bankruptcy Code §362(c)(2)(C)]

The Plan Injunction prohibits the filing of any liens on any property of PG&E based on any "Claims" or taking any other action against PG&E or its property to enforce or recover on "Claims," aside from filing a proof of claim and pursuing it through the claims resolution process


¹ The Plan, the Confirmation Order, and all other pleadings filed in PG&E's Chapter 11 Cases may be viewed and downloaded on-line, free of charge, at: <https://restructuring.primeclerk.com/pge/Home-DocketInfo>.

"Claims," aside from filing a proof of claim and pursuing it through the claims resolution process established under the Plan. The term "Claims" as used in the Plan Injunction includes all claims against PG&E arising before January 29, 2019, the date on which PG&E filed the chapter 11 cases, subject to specific limited exceptions delineated in the Plan. None of those exceptions apply to the claim you assert. Consequently, the Plan Injunction applies to your claim. Asserting a lien against PG&E's property, as threatened in your Notice, would be a clear and direct violation of the Plan Injunction that would subject you to possible monetary and other sanctions. Should you take the action you threaten, PG&E intends to rely on and enforce the Plan Injunction.

Please govern your conduct accordingly.

Very truly yours,

KELLER BENVENUTTI KIM LLP



Dara L. Silveira

EXHIBIT "C"

KBK | KELLER BENVENUTTI KIM

650 California St, Suite 1900
San Francisco, CA 94108

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS FOLD AT DOTTED LINE

CERTIFIED MAIL[®]



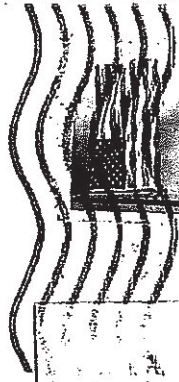
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95204



U.S. POSTAGE PAID
FOR LETTER
DISCLOSURE BAY, CA
PERMIT NO. 121
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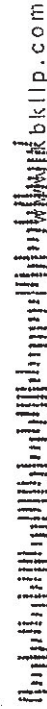
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R2304H108313-15

FOREVER / USA

Manuel Salvador Franco
3147 Michigan Ave
Stockton, CA 95204

95204-250747



United States Bankruptcy Court
Northern District of California
San Francisco Division
450 Golden Gate Ave.
San Francisco, California (94102)

Bankruptcy Case No. 19 – 30088 (DM)

Pacific Gas and Electric Company Debtor (2640) 19-30089 (DM)
PG&E Corporation Claims
Processing Center
c/o Prime Clerk LLC
Grand Central Station
PO Box 4850
New York, NY 10163-4850

AFFIDAVIT OF TRUTH, as to FINAL NOTICE, Cert. # 7019 2970 0001 4961 4855, is attached herewith and made a part hereof. If such affidavit is not included with this "Sworn Notice in the Form of an Affidavit" such sworn notice shall be deemed void.

SWORN NOTICE in the form of an Affidavit

I. Memorandum of Law - Points and Authorities in Support Thereof

An important aspect of the sworn notice is the notary signature and the jurat. Contrary to what most "persons" in the judicial branch say and think, the Notary Public is NOT an Officer of "their" Court, but an Officer of the Executive Branch and of the People, a much higher Court. The Notary is an officer of the state and certifies that everything in the sworn notice is true and correct and sworn to under oath by the affiant. Further the notary when signing the jurat signs in two capacities; in the capacity as an officer of the state and in the capacity of a living being, presenting one of the People, which the judicial branch Court can NEVER "SEE" (cannot give "cognizance of"), thus, creating a "bridge" for the process to move from the living to the fiction and vice versa.

Notary Public authority; ISAAC JOSEPH, APPELLANT, vs. JULIUS SALOMON, APPELLEE. Supreme Court of Florida, 19 Fla. 623; 1883 Fla. LEXIS 4, January, A. D. 1883, Decided - - "The demand of acceptance of a foreign bill is usually made by a Notary, and in case of non-acceptance he protests it, and this **notarial protest receives credit in all courts.**"

Is a response required to a sworn notice?

Yes, if an Affiant sends the sworn notice to a party that had, or there is implied, a prior business relationship with Affiant, if Affiant charges them with crimes, injuries and damages, or if they took an oath of office, then there is a mandatory response required to Affiant's sworn notice. There is case law on the mandatory response requirements. If they do not respond to the claims in Affiant's sworn notice according to the parameters therein then they agree with the claims in Affiant's sworn statement.

Rule 301, Federal Rules of Evidence is paramount.

Case Law in support thereof:

"Uncontested allegations of fact must be accepted as true." Morris v. National Cash Register, 44 SW 2nd 433, (1931).

When no affidavits are filed in opposition, the trial court is entitled to accept as true the facts alleged in respondent's affidavits if "... such facts are within the affiant's personal knowledge and [are ones] to which he could competently testify...." Southern Pac. Co. v. Fish, 166 Cal.App.2d 353, 362, 333 P.2d 133.

"Silence can only be equated with fraud where there is a legal or moral duty or where an inquiry left unanswered would be intentionally misleading..." as per United States v. Tweel, 550 F.2d 297, citing United States v. Prudden, 424 F.2d 1021 at 1032

"...failure to state the true facts when such statement is legally required, to the detriment of the one relying upon such conduct..." can be termed "fraud and deceit", as per Atilus v. United States, 406 F.2d 694, at 698

"Silence is a species of conduct, and constitutes an implied representation of the existence of facts in question, and the estoppel therefrom is accordingly a species of estoppel by misrepresentation. When silence is of such a character and under such circumstances that it would become a fraud on the other party to permit the silent party to deny what his silence has induced the other party to believe and act upon, it will operate as an estoppel." as per Carmine v. Bowen, 64 A. 923

Another powerful element in the sworn notice is that it is a private contract set in admiralty that binds Libellees to a mandatory response by contract obligation.

This is accomplished when Affiant/Libellant claims that the other party has either damaged and injured Affiant or will do so by continuing to pursue a course of action. Affiant's claim via the sworn notice constitutes a private contract set out in admiralty. Affiant gave Libellees consideration in the form of forbearance of suit/waiver of tort with a specified and reasonable period of time, with a set and given number days to respond to the sworn notice, as per Federal Rules of Civil Procedure. All elements of a contract are in place.

With the consideration, Affiant's contract now puts Libellees under obligations that make it mandatory to respond to Affiant's document.

Case Law in support of forbearance:

Forbearance is consideration. Black's Law Dictionary, 6th Edition page 307; Restatement Second, Contracts §§ 17(1), 71; Corbin on Contracts, Vol. 2, page 80, Revised Edition, West Publishing Co. 1995; and Richman v Brookhaven Servicing Corp., 80 Misc. 2d. 563, 363, N.Y. S.2d. 731, 733. "Forbearance from exercising a right to take legal action...constitutes adequate consideration..." [citing numerous cases] Town & Country Bank v. ...Bancshares, 172 Ill.App.3d 1066, 527 N.E.2d 637 (1988).

"There seems to be a strong tendency for a court to find that a forbearance that was actually given was promised in advance by implication." Corbin on Contracts, Revised Edition, Vol. 2, pa. 119, citing Levine v. Tobin, 210 Cal. App.2d 67, 26 Cal. Rptr. 273, 275 (1962) and 15 other cases from 12 different jurisdictions.

Actual forbearance of suit for a reasonable time is consideration. William H. McMicken et al. v. Helen M. Stafford, 197 Ill. 540 (1902).

It is a common understanding and general agreement that the prime reason for a contract is because the "parties" do not "trust" one another. And, as a half-truth may easily be a whole lie, a written contract brings clarity where confusion would otherwise exist.

All unilateral contracts, originating in corporate fiction or fraud, imposing duress, **pains and penalties**, required by state "statutes" and codes, lacking full disclosure, imbued with fraud, deceit, threat, pains and penalties and imposing obligations under duress is unlawful, illegal, unconstitutional, invalid, fraudulent, unenforceable and null and void, without force or effect, whatsoever.

If the "state", Federal or otherwise, deceptively takes ownership of any "res" (thing) by perversion under "color of law" by imposing upon the unaware Citizen "required" laws and fees, it is a unilateral contract, imposing said statutes and codes without full disclosure.

The "state" is a corporation, as is all government, and is designated to rule over the "fictional/corporate entities" to assure that no fiction ever harms a flesh and blood living man. This is the extent to which a "fiction" may associate with the living soul/man without the living man's consent.

All corporate administrators functioning through the United States court system are strictly "administrators" acting in the nature of a Judge. There have been no Judges in the prevalent court system since 1789. They fill only a ministerial capacity. All "courts" in the prevalent court system are to rule in the nature of a "court of competent jurisdiction". A true Court of Competent Jurisdiction is not available in any district of the United States of America.

A brief collection of facts, established by the High Courts of the land, from some of the wisest of Judges, and through the time tested channels of discipline follows:

"The idea prevails with some-indeed, it found expression in arguments at the bar-that we have in this country

substantially or practically two national governments; one to be maintained under the Constitution, with all its restrictions; the other to be maintained by Congress outside and independently of that instrument, by exercising such powers as other nations of the earth are accustomed to...I take leave to say that if the principles thus announced should ever receive the sanction of a majority of this court, a radical and mischievous change in our system of government will be the result. We will, in that event, pass from the era of constitutional liberty guarded and protected by a written constitution into an era of legislative absolutism....It will be an evil day for American liberty if the theory of a government outside of the supreme law of the land finds lodgment in our constitutional jurisprudence. No higher duty rests upon this court than to exert its full authority to prevent all violation of the principles of the Constitution". DOWNES v. BIDWELL, 182 U.S. 244 (1901)

6 Ohio St. 342, 1856 WL 59 (Ohio)

A national government is the government of the people of a single state or nation, united as a community by what is termed the social compact, and possessing complete and perfect supremacy over persons and things, so far as they can be made the lawful objects of civil government. A federal government is distinguished from a national government by its being the government of a community of independent and sovereign states, united by compact. Is one NOT required to remain within the parameters of the Constitution for the united States of America?

"In its governmental or public character, it represents the state, while in the other it is a mere private corporation. As a political institution, the municipality occupies a different position, and is subject to different liabilities from those which are imposed upon the private corporation. But because these two characters are united in the same legal entity, it does not follow that the shield which covers the political equally protects the private corporation." STRAND v. STATE, 16 Wn.(2d) 107, 116 (January 6, 1943).

DOWNES v. BIDWELL, 182 U.S. 244 (1901), where it is stated that; "...two national governments; one to be maintained under the Constitution, with all its restrictions; the other to be maintained by Congress outside and independently of that instrument,..."

"No judicial process, whatever form it may assume, can have any lawful authority outside the limits of the jurisdiction of the court or judge by whom it is issued; and an attempt to enforce it beyond these boundaries is nothing less than lawless violence." (emphasis added) Ableman v. Booth (1858), 56 U.S. (21 How.) 506, 16 L.Ed. 169. [I recommend you read the entire case.]

Yet, the true purpose of "Law" is to protect the Private from the Corporate, as per:

"All that government does, and provides legitimately is in pursuit of its duty to provide protection for private rights, (Wynhammer v. People, 13 N.Y. 378), which duty is a debt owed to its creator, we the people and the private enfranchised individuals, which debt and duty is never extinguished nor discharged and is perpetual. No matter what the government/state provides for us in manner of convenience and safety, the unenfranchised individual owes nothing to the government", Hale v. Henkle, 201 U.S. 43.

"We the people have discharged any debt which may be said to exist or be owed to the state/government. The governments are however indebted continually to the people, because the people created the government corporation and because we suffer its continued existence. The continued debt owed to the people is discharged only as it continues not to violate our private rights, and when government fails in its duty to provide protection-discharge its debt to the people, it is an abandonment of any and all power, authority or vesting of 'sovereignty' which it possessed, and the laws remain the same, the sovereignty reverting to the people whence it came" Down v. Bidwell, 182 U.S. 277.

II. Libellee(s) as tortfeasor(s)

Therefore, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including attached Affidavit of Truth, Libellee(s) has/have attempted to exercise Right of Claim to an alleged contract wherein, upon discovery, full disclosure was never made that all codes, regulations, statutes, and rules wherein Libellee(s) make Claim of Authority have no basis in fact, or law, subterfuge and fraud proven by the evidence supplied, and said claim exists solely in a fictional, corporate, legal entity with no required allegiance to the Constitution or any moral or equitable character.

Further, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including

attached Affidavit of Truth, Libellee(s) did knowingly and willingly accept the benefit of the bargain, or contract, that was never ratified, but forced upon Affiant and The People, day by day, and event by event, as a Novation Contract, totally rooted, founded, and propagated in the Fraud with all said terms and conditions in the said Novation Contract being nothing more than fruit from the Poisonous Tree.

And, as a consequence of the facts, claims, statements, laws and conclusions of law herein, including attached Affidavit of Truth, Libellee(s) cannot at the same time accept the benefit of a bargain brought on by fraud, coercion, threat, duress, extortion, blackmail, etc, and reject the consequences of Truth and Justice, punishable by the very words, terms, phrases, and doctrines Libellee(s) has/have attempted to impose and force upon Affiant, which referenced court cases Affiant has relied upon and to which cases decisions Affiant claims Libellee(s) are bound.

Further, we have learned that certain major Supreme Court rulings affirm that there are two (2) distinctly different United States with two (2) opposite forms of governments, both having the same congress. Of a fact, the opposite of GOOD is EVIL, the opposite of TRUTH is FICTION, the opposite of RIGHT is WRONG. The consequence of the facts, claims, statements, laws and conclusions of law herein, is that; evil, fiction, and wrong are attributes of deception, fraud, malice, treason and tort.

Exodus 20:15 Thou shalt not steal.

John 8:44 Ye are of your father the devil, and the lusts of your father ye will do. He was a murderer from the beginning, and abode not in the truth, because there is no truth in him. When he speaketh a lie, he speaketh of his own: for he is a liar, and the father of it.

3 John 1:11 Beloved, follow not that which is evil, but that which is good. He that doeth good is of God: but he that doeth evil hath not seen God.

III. ACTUAL SWORN NOTICE FOLLOWS;

STATEMENT 01) Affiant hereby claims, declares and states under oath the following;

FACT 02) Forbearance is consideration, as learned in Black's Law Dictionary (above).

FACT 03) Actual forbearance of suit for a reasonable time is consideration. William H. McMicken et al. v. Helen M. Stafford, 197 Ill. 540 (1902). [Consideration is a required element of any contract.]

CLAIM 04) Affiant's sworn notice constitutes a private contract set out in admiralty and gives Libellee(s) consideration in the form of forbearance of suit for a reasonable period of time (see above).

CLAIM 05) These damages and injuries have bound Libellee(s) into a contract for restitution and reparation to Affiant.

CLAIM 06) Libellee(s) responses are mandatory based upon the law cited herein.

CONCLUSION 07) If Libellee(s) do/does not respond according to conditions herein, Libellee(s) agree(s) to the claims, facts, statements, laws and conclusions of law in this sworn notice and attached Affidavit of Truth including but not limited to the fact that Libellee(s) has/have damaged and injured Affiant.

CLAIM 08) The Constitution for the United States of America is a parameter, or barrier, that the fictional, corporate, legislative tribunals have purposely evaded to the harm, pain, and injury of this Affiant. These crimes have brought great mental stress, spoilage, time wastage, alienation of the affection of loved family members, and various other damages and injuries to Affiant.

CONCLUSION 09) Of paramount importance, and the only way justice can be served, is to determine whether the source and fountain of authority purported by Libellee(s) is from the Original, Organic Constitution for the united States of America or the Corporate Charter for the de facto government operating for, and on behalf of, the fictional Federal government, fictional Congress and Senate, and fictional sub-corporate charters responding to the corporate United States that are totally outside (outlaw) the confines of Rule of Law and are "extra-Constitutional".

CONCLUSION 10) Since actions speak louder than words, and by actions contracts are consummated, Libellee(s) actions have made manifest, with open disregard for the Rule of Law, that Libellee(s) had/have, at all times and in every measure, concerning their association with Affiant, operated outside the parameters of the Constitution for the

United States of America, and within the bounds of treason, coercion, threat, duress, malfeasance, tort, unlawful conversion, and any of several other offenses known to be injurious to Affiant.

CONCLUSION 11) As a consequence of Libellee(s) actions Libellee(s) has/have committed felony conversion, mail fraud, securities violations, libel and theft of Affiant's property for which restitution is sought.

Affiant reserves the right to amend in order that the truth be ascertained and justly determined.

Verified Affidavit

IN WITNESS WHEREOF, I, Manuel Salvador: surname Franco, *Sui Juris*, solemnly affirm and verify that I have read the foregoing, and know its contents to be true to the best of my knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters, I believe them to be true. This instrument is submitted upon good faith effort that is grounded in fact, warranted by existing law for the modification or reversal of existing law and submitted for proper purposes, and not to cause harassment and unnecessary delay or costs, so help me God. See Supremacy Clause (Constitution, Laws and Treaties are all the supreme Law of the Land).

By my hand, I, supra, do hereby declare under penalty of perjury, under the laws of the California Republic, that the foregoing information is true, correct, and complete, to the best of my knowledge and belief.

Manuel Salvador Franco

Manuel Salvador, Franco

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the Document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

Subscribed and sworn to (or affirmed) before me on this 02 day of October, 2021
by Manuel Salvador Franco proved to me on the basis of satisfactory evidence to be
the person who appeared before me.

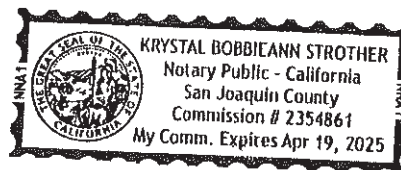
Signature of Notary Public:

Krystal Bobbieann Strother

Seal:

Title of Document: Affidavit Final Notice

Document Date: Oct 02, 2021



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SAN FRANCISCO, CA

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CALIFORNIA 94102
OCTOBER 4, 2021
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